

INTERLOCAL AGREEMENT FOR THE PIN OAK DRIVE RENOVATION PROJECT

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This Interlocal Agreement (the “Agreement”) is entered on the date indicated below between the City of League City, Texas (the “League City”), the City of Dickinson, Texas (“Dickinson”) and Galveston County, Texas (the “County”) and collectively known together as the “Parties”.

RECITALS

WHEREAS, the Parties intend this Agreement to follow Chapter 791 of the Government Code, cited as the Interlocal Cooperation Act (the “Act”), as contract for government services related to roadway construction; and

WHEREAS, the Parties agree that Pin Oak Drive needs repair and that the citizens of each entity would benefit from the repair of Pin Oak Drive (the “Project”); and

WHEREAS, the Parties agree to either contribute funding or labor/materials toward the completion of the Project and the County shall serve as Project Manager; and

WHEREAS, the Parties agree that County shall not move forward with the Project until League City and Dickinson have annexed their respective portions of Pin Oak as set forth in this Agreement; and

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree to the following terms:

TERMS

1. Incorporation of Recitals. The recitals set forth above are true and correct and are hereby incorporated into this Agreement.
2. Term and Expiration of Services. The effective date of this Agreement shall be on the date of execution by both parties and shall continue until the Project has been completed.
3. Project Description. The Project contemplated in this Agreement is shown in **Exhibit A**, which is attached and incorporated herein and can be generally described as the renovations of Pin Oak Drive from Gill Road to then end of the pavement.
4. Obligations of League City
 - 4.1. Release of Part of ETJ: League City agrees to release to Dickinson approximately 640 feet of Pin Oak Drive and 280 feet of unimproved Pin Oak Right-of-Way from the edge of the pavement to Geisler Gully, which is currently part of the League City’s extraterritorial jurisdiction and which further described in Exhibit B, attached and incorporated herein, via ordinance or resolution in compliance with Chapter 42 of the Texas Local Government Code prior to the start of the Project.

- 4.2. Annexation of Part of ETJ: League City agrees to annex approximately 1270 feet of unimproved Pin Oak Right-of-Way from Geisler Gully to end of the Pin Oak Right-of-Way in League's City's extra territorial jurisdiction which further described in Exhibit C, which is attached and incorporated herein, as soon as practical after the execution of this Agreement.
- 4.3. Contribution of Funding: League City agrees to provide **Six Thousand Seven Hundred Twenty-Three Dollars (\$6,723.00)** to the County for Project costs related to the portion of the Project identified in section 4.1 above and as further described in Exhibit B. League City shall pay the County within thirty (30) after receipt of an invoice from the County after Project completion.
5. Obligations of Dickinson.
 - 5.1. Annexation of part of ETJ. Dickinson agrees to annex approximately 640 feet of Pin Oak Drive and 280 feet of unimproved Pin Oak Right-of-Way from the edge of the pavement to Geisler Gully which is further described in Exhibit B upon release of ETJ by League City.
 - 5.2. Contribution of Funding. Dickinson agrees to provide **Thirteen Thousand Six Hundred Fifty Dollars (\$13,650)** to the County for Project costs related the portion of the Project located in Dickinson identified as 1,315 feet of Pin Oak Drive beginning on Gill Road to the end of the pavement and as further described in Exhibit D, attached and incorporated herein. Dickinson shall pay the County with thirty (30) days after receipt of an invoice from the County after Project completion.
6. Obligations of the County.
 - 6.1. County as Project Manager. The County agrees to serve as Project Manager on behalf of the Parties and administer all aspects of the Project, including consultant selection, preparation of construction plans, competitive bidding, construction and inspection of the Project.
 - 6.2. The County shall provide the labor and equipment to pave the road listed in Exhibit A. The cost to repairs the road listed in Exhibit A totaling **Twenty Thousand Three Hundred Seventy-Three Dollars (\$20,373.00)**. Upon completion of the Project, the County shall invoice League City and Dickinson for each city's respective share of Material Costs for the Project as described in Sections 4.3 and 5.2. Payment shall be due in accordance with the Texas Prompt Pay Act, Chapter 2251 of the Government Code.
7. Assignment. No assignment of this Agreement, in whole or in part, for any purpose shall be made by either party without the written consent of the other party. Subject to this limitation, this Agreement shall bind and inure to the benefit of the successors and assigns of the Parties.
8. Interpretation of Agreement. This Agreement or any portion thereof shall not be interpreted by a court of law to the detriment of a party based solely upon that party's authorship of the Agreement or any portion thereof.

9. Severability. If for any reason, any one or more paragraphs of this Agreement are held legally invalid, such judgment shall not prejudice, affect, impair or invalidate the remaining paragraphs of this Agreement as a whole.
10. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto and supersedes all prior agreements, understandings and arrangements, oral or written, between the parties thereto with respect to the subject thereof.
11. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas and the venue for any cause of action shall be brought in Galveston County, Texas.
12. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to one and the same instrument.
13. No Joint Venture. This Agreement is not intended to create, nor should it be construed as creating a partnership, association, joint venture, or trust.
14. No Waivers. The waiver by any party hereto of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.
15. Current Revenues Available and No Tax Revenue. Both parties agree that any payments that are made under this Agreement for government functions or services will be made from current revenues available to the paying party. Tax revenue may not be pledged to the payment of amounts agreed to be paid under this Agreement.
16. No Third-Party Beneficiary. Nothing in this Agreement shall entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the parties that this Agreement shall not be construed as a third-party beneficiary contract.
17. Force Majeure. If by reason of Force Majeure, the City shall be unable in whole or in part to carry out its obligations under this Agreement in accordance with the terms and conditions of this Agreement, it shall not be considered a breach by this Agreement. The term "Force Majeure" as used in this Agreement shall mean acts of God, strikes, lock-outs, or other industrial disturbances, acts of public enemy, orders of any kind of the federal or state government, or any civil or military authority, insurrection, riots, epidemics, landslides, lighting, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, the partial or entire failure of the City, or any other causes not reasonably within the control of the City.
18. Immunity. It is expressly understood and agreed that, in the execution of this Agreement, the Parties do not waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

19. Authority to Bind.

19.1. Each Party represents and warrants for itself that this Agreement, in accordance with the requirements of the Interlocal Cooperation Act and that it has been authorized by its' respective governing body.

19.2. Each Party represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this Agreement and that this Agreement constitutes the legal, valid, and binding agreement of each Party hereto.

Executed this _____ day of _____ 2018.

THE CITY OF LEAGUE CITY

John Baumgartner, City Manager

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Nghiem V. Doan, City Attorney

Executed this _____ day of _____ 2018.

THE CITY OF DICKINSON

Chris Heard, City Administrator

Attest:

Alun W. Thomas, City Secretary

Executed this _____ day of _____ 2018.

GALVESTON COUNTY, TEXAS

Mark Henry, County Judge

Attest:

Dwight D. Sullivan, County Clerk

Exhibit A

Description/Map of overall Road Improvement Project

(Map of Pin Oak Drive beginning at Gill Road to the end of the pavement)

Exhibit B

Parts to be released by League City and annexed by Dickinson

(Map and Legal Description)

- 1) 280 ft of unpaved Pin Oak ROW from edge of payment to Geisler Gully currently in League City ETJ
- 2) 640 ft of Pin Oak Drive (paved) currently in League City ETJ to Dickinson city limits

Exhibit C

Parts to be annexed by League City

(Map and Legal Description)

1270 ft of unpaved Pin Oak ROW from Geisler Gully to end of Pin Oak ROW in League City
ETJ

Exhibit D

Parts of Pin Oak Drive in Dickinson city limits

(Map)

1,315 ft of Pin Oak Drive in Dickinson beginning from Gill Road